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54904 Complaint to Determine Dischargeability of a Debt

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

In re:

Latoya D. Stringer
Debtor.

Beverly Bus Garage Federal Credit Union
Plaintiff,

v.

Latoya D. Stringer,
Defendant.

Case No. 17-24815
Judge Cox

Adv. No.

COMPLAINT TO DETERMINE THE DISCHARGEABILITY OF DEBT

Beverly Bus Garage Federal Credit Union, the "Credit Union," by and through its attorneys, Kerry Trunkett and Caroline Hasten of Trunkett & Trunkett, P.C., for its Complaint against Latoya D. Stringer, herein the "Defendant," pursuant to 11 U.S.C. §523(a)(2)(A) of the United States Bankruptcy Code, states as follows:

JURISDICTION

- 1. This Court has jurisdiction over this matter pursuant to 28 U.S.C §1334 and Local General Rule 2.33(a) of the United States District Court for the Northern District of Illinois.
- 2. This is a core proceeding brought pursuant to 28 U.S.C. § 157(b)(2)(I) and (J) and brought as an adversary proceeding under Federal Rule of Bankruptcy Procedure 7001.
- 3. This is a claim for relief brought pursuant to 11 U.S.C. §523(a)(2)(A) and §523(a)(6).

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BACKGROUND ALLEGATIONS

- 4. On August 18, 2017, the Defendant voluntarily filed for relief under Chapter 13 of the United States Bankruptcy Code.
- 5. On March 18, 2013, the Defendant applied for and received a loan from the Credit Union for the purpose of purchasing a 2011 Kia Sorrento VIN 5XYKTDA26BG145841 (the "Vehicle") from a dealership. Attached hereto as Exhibit A is a true and correct copy of the application.
- 6. The Credit Union and the Defendant entered into the Vehicle Loan agreement, whereby the Defendant pledged as security for the Vehicle Loan, the 2011 Kia Sorrento.

 Attached hereto as Exhibit B is a true and correct copy of the Vehicle Loan Agreement.
- 7. On March 18, 2013, the Credit Union issued a draft to the dealership for the Vehicle in the amount of \$21,741.30.
 - 8. The Defendant was to turn over the title to the Credit Union.
 - 9. The Credit Union never received the title to the Vehicle.
- 10. On January 9, 2017, the Defendant applied for and received a loan from the Credit Union for the purpose of refinancing the Vehicle Loan. Attached hereto as Exhibit C is a true and correct copy of the application. Attached hereto as Exhibit D is a true and correct copy of the Refinanced Vehicle Loan Agreement.
- 11. The Defendant, again, pledged as security for the Vehicle Loan and the refinanced loan, the Vehicle.
- 12. Upon information and belief, when the Defendant received the clean title after using the loan proceeds to pay off the first lienholder, the Defendant used the title to obtain another loan secured by the Vehicle.

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- 13. According to the Secretary of State website, original title for the Vehicle was issued on December 15, 2014 to USAA Federal Savings Bank. Attached hereto as Exhibit E is the Secretary of State's title and registration status inquiry result.
- 14. According to the Debtor's plan, Consumer Portfolio Servicing is the lienholder on the Vehicle.
- 15. The Defendant currently remains indebted to the Credit Union the amount of \$11,728.40.
- 16. The current value of the vehicle pursuant to the NADA report is \$10,925.00. Attached hereto as Exhibit F is a true and correct copy of the NADA report.

COUNT I (U.S.C. § 523(a)(2)(A))

The Defendant Refinanced the Vehicle Loan Through Actual Fraud

- 17. The Credit Union incorporates paragraphs 1 16 as paragraph 17.
- 18. The Defendant pledged the Vehicle as collateral for the loan but never provided the Credit Union with the title.
- 19. The Defendant knew she did not have the Vehicle's title to pledge as security for the Vehicle Loan when she applied to refinance the Vehicle Loan on January 9, 2017.
- 20. The Defendant falsely promised to provide the Credit Union with the title to the Vehicle.
- 21. The Defendant did not intend to provide the Credit Union with collateral to refinance the Vehicle Loan.
- 22. The Credit Union relied on the Defendant's false statements that she would give the Credit Union a security interest in the Vehicle when the Credit Union provided her the refinanced Vehicle Loan.

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23. The Defendant intends to pay the Credit Union for the Vehicle Loan as an unsecured debtor.

WHEREFORE, Beverly Bus Garage Federal Credit Union respectfully requests that this Court find the debt owed to the Credit Union non-dischargeable and enter judgment in the amount of \$11,728.40 plus costs and fees pursuant to 11 U.S.C. §523(a)(2)(A) against Latoya D. Stringer and for further relief as this Court deems just.

COUNT II (U.S.C. § 523(a)(6))

Willful and Malicious Injury by the Defendant to the Property of the Credit Union

- 24. The Credit Union incorporates paragraphs 1 23 as paragraph 24.
- 25. The refinanced vehicle loan agreement provided that the Defendant promised to pledge as security for the loan, the title to the Vehicle.
 - 26. The Defendant did not turn over the title to the Credit Union.
 - 27. The Defendant pledged the title of the Vehicle as collateral for another loan.
- 28. When the Defendant applied to refinance the vehicle loan, she knew that another creditor held title to the Vehicle.
- 29. Instead of a secured loan to be paid in full under a Chapter 13 plan, the Credit Union will be paid 10% of the loan balance.
- 30. The Defendant improperly and deliberately used the rightful property of the Credit Union to obtain another loan.

WHEREFORE, Beverly Bus Garage Federal Credit Union respectfully requests that this Court find the debt owed to the Credit Union non-dischargeable and enter judgment in the

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amount of \$11,728.40 plus costs and fees pursuant to 11 U.S.C. §523(a)(6) against Latoya D.

Stringer and for further relief as this Court deems just.

Respectfully submitted,

Beverly Bus Garage Federal Credit Union

By:

Caroline Hasten, One of its Attorneys

TRUNKETT & TRUNKETT, P.C. 20 N. Wacker Drive, Suite 1434 Chicago, IL 60614 312.324.3101

Kerry Trunkett: 6188221 Caroline Hasten: 6316656

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Fixed Rate

Loan Date

EXHIBIT B



Variable Rate





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LOAN AND SECURITY AGREEMENTS AND DISCLOSURE STATEMENT

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The cost of your credit as a ye	early rate. The dollar amount the credit	will cost you.	The amount of credit por on your behalf. 7	provided to you	Total of Payment The amount you will have made all payme	s have paid after you ints as scheduled.	Total Sale Price The total cost of you	ur purchase on credit
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Your Payment	Musekan - 5 Page 1							
Schedule will he:	Number of Payments	Amount	of Payments	When P	ayments Are Due			
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Other (Describe);	4, 348. Via		47 <i>32</i>	>				
Pledge of Shares \$	in Account !	Number		_				
SEE YOUR CONTRACT DOC	UMENTS FOR ANY ADDITIONAL I	NEORMATION	AROUT NONPAYM	ENT DEFAULT	AND ANY DECLURE	in Account Nun	nber	
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emizatión of Amount Financeo	of Amount Given to	You Directly	- AMOON 13 WAN	Amòdnt Pald on '	ASTERISK (*), WE	WILL BE RETAI	NING A PORTION	OF THE AMOUNT
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mount Paid to Others R Your Behalf	\$ To	·				to \$		
	\$					To		
OAN AGREEMENT		U	CONSUMER!		D DEFENSES NOTIC	E IE CHECKEI	D OFF DEVISOR A	
Promise to Pay: You pr	omise to pay \$	to the ci	edit union plus in	terest on the c	inpaid balance unt	il what you awa	D, SEE HEVERSE S	IDE FOR NOTICE
the interest rate is	ornise to pay \$ % per year. For Varial initial interest rate is	ble rate loan:	s, the interest rate	will vary in a	rrardance with the	n what you owe i	nas been repaid. F	or fixed rate loan
Lending Disclosure. The	initial interest rate is	% per	vear. 2. These A	areements an	governed by the	e terros or toe va	ariable rate explair	ied in the Truth i
Collection Costs: You pro of collection agency fees a	mise to pay all costs of collecting and all other costs permitted ur	na tha sassu:		his Agreemen	t. These costs will	nclude reasonab	le attorney fees, co	ourt costs and/
	SIGNA	TURES FO	OR LOAN AND	SECURITY	AGREEMENT			
RMONT NOTICE TO C E BORROWER DOES I	IU-SIGNEK: YOUR SIGNAT NOT PAY. THE I ENJER HA!	URE ON TH S A LEGAL	IS NOTE MEAN	IS THAT YOU	ARE EQUALLY	LIABLE FOR F	REPAYMENT OF	THIS LOAN. IF
TICE TO UTAH BORROW tradicted by evidence of	VERS: This written agreement any oral agreement	t is a final ex	xpression of the a	greament bet	ween you and the	Credit Union. T	This written agreer	ment may not be
signing as Borrower, you terms of the Security Agr AT YOU THOROUGHLY R	agree to the terms of the Loan reement on the reverse side. If y EAD THE AGREEMENT BEFOR	n Agreement. You sign as "C E YOU SIGN	If property is desc)wner of Property" IT.	cribed in the " 'you agree onl	Security" section of the section of	of the Truth in Le se Security Agree	nding Disclosure, ment. CAUTION: 1	you also agree to IT IS IMPORTANT

BORROWER 2

NXX05/

AGREEMENT" PURSUANT TO SECTION 26 OR THE TEXAS BUSINESS AND 15. NO ORAL AGREEMENTS — THIS NOTE CONSTITUTES A "WRITTEN LOAN

purposes, or to purchase real estate.

written permission to use the account also for agricultural or commercial (becough family or household) purposes, unless the credit union gives you 14. USE OF ACCOUNT - You promise to use your account for consumer

given us in writing. Notice to any one of you will be notice to all. 13. NOTICES — Notices will be sent to you at the most recent address you have

determined by a court to be unenforceable, the rest will remain in effect.

12. CONTINUED EFFECTIVENESS — If any part of this Agreement is

our rights later. We can enforce this Agreement against your heirs or legal

under this Agreement any number of times without losing the ability to exercise 11. DELAY IN ENFORCING RIGHTS — We can delay enforcing any of our rights spown, you will not be charged one.

the late charge shown in the Truth in Lending Disclosure. If ne late charge is 10. LATE CHARGE — If you are late in making a payment, you promise to pay

you individually or against all of you together. under this Agreement. This means we can enforce our rights against any one of will be individually and jointly responsible for paying the entire amount owed

6. EACH PERSON RESPONSIBLE -- Each person who signs this Agreement We may also exercise any other rights given by law when you are in default. what you owe any shares and/or deposits given as security under this Agreement. this Agreement, until what you owe has been repaid. We will also apply against immediste payment, you will continue to pay interest at the rate provided for in immediste payment and notice of demand for immediste payment. If we demand any right you have to receive demand for payment, notice of intent to demand

immediate payment of the entire unpaid balance under this Agreement, You waive

8. ACTIONS AFTER DEFAULT - When you are in default, we may demand other loan agreement you have with us. repay what you owe under this Agreement or if you are in default under any default it something nappens that we believe may seriously affect your ability to anyonc is in dofault under any security agreement mede in connection with this Agreement. You will be in default if you die, file for bankruptcy, become insolvent (that b, unable to pay your trills and loans as they become due), un if you made say false or misleading statements in your loan application. You will also be in default it sometime as the petron may setfolicly street wour shilling to name the petron may setfolicly street wour shilling to a solution.

your pleage do not apply to any Individual Retirement Account or any other account(s) to what you owe when you are in default. The statutory lien and statutory lien and/or your pledge will allow us to apply the funds in your loan all shares and dividends and, if any, all deposits and interest in all joint and individual accounts you have with the credit union now and in the future. The to the extent permitted by law. For all borrowers: You pledge as security for this us. We may exercise our right to enforce this lien without further notice to you, with us to satisfy any outstanding financial obligation that is due and payable to and if any, interest and deposits, in all individual and joint accounts you have accounts. We can enforce a statutory lien against your shares and dividends, have the right under federal law and many state laws to claim an interest in your all individual and joint accounts you have with us. A statutory lien means we your pledge of shares, we may also have what is known as a statutory lien on securing other loans you have with us also secures this loan. In addition to described in the "Security" section of the Truth in Lending Disclosure. Property 6. SECURITY FOR LOAN — This Agreement is secured by all property

interest on this loan begins on the date the loan proceeds are mailed to you. 5. LOAN PROCEEDS BY MAIL — If the proceeds of this loan are mailed to you,

law, payments will be applied to amounts owed in the manner we choose. canceled and refinanced as of the date of this loan. Unless otherwise required by this loan refinances another loan we have with you, the other loan will be owe riss been paid. You promise to make all payments to the place we choose. If be required to make additional payments of the scheduled amount, until what you your payments or extend the term of your loan. If the term is extended, you will is disclosed. If you elect credit insurance, we will either include the premium in your final payment may be more or less than the amount of the final payment that this is a simple interest loan, it you do not make payments exactly as scheduled, payments, unless we have agreed to a change in the payment schedule. Because be a balloon payment. You may prepay any amount without penalty. It you prepay any part of whist you uwe, you are still required to make the regularly achaduled in Lending Disclosure section tells you whother, if the interest rate increases, you will have to make more payment, inducting in the final payment will shown in the Truth in Lending Disclosure, If this is a variable rate loan, the Truth 4. PAYMENTS -- You promise to make payments of the amount and at the time

who signs this Agreement as a borrower. ut listisfiers this Agreement. All references to "you," or "your" mean each person In this Loan Agreement ("Agreement"), which begins on the reverse side, all references to "Credit Union," "our," or "ue," moan the Credit Union whose name appears on this unique and anyme in when in when the client suctions arother. Case 17-00556

page 2

Doc 1 Filed 11/10/17 Entered 11/10/17 13:07:32 Desc Main

The cumen EXPIGE PF 6

18 % SHEFIX# 9		Application
WHA	47	- 6,528.40 7,502.98 14,031.38
Individual Credit: You must complete the Applicant section about yoursel 1, you live in or the property pledged as collateral is located in a community 2, your spouse will use the account, or 3, you are relying on your spouse's income as a basis for repayment. If you complete the Other section to the extent possible about the person on w Joint Credit: Each Applicant must Individually complete the appropriate section Guarantor: Complete the Other section if you are a guarantor on an according to the complete the type of account(s) and type of credit for which	y property state (AK, AZ, CA, are relying on income from all whose payments you are relying on below. If Co-Borrower is spount/loan.	imony, child support, or separate maintenance, ig. buse of the Applicant, mark the Co-Applicant box. Applicants may apply for a separate account
O LOANLINER® Account/Loan: Individual O Joint Amount Regi	uested \$/4,031.38 Pur	pose/Collateral: RE-F1
(Including ATM/Debit Card Access to the Account if Available) Repayment: ☐ Rayroll Deduction ☐ Cash ☐ Military Allots	<i>y</i> .	
Applicant	Other: Co-Application	SEE CYNTHIA
NAME (Last - First - Initial)	NAME (Last - First - Initial)	
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DRIVER'S LICENSE NUMBER / STATE LIST AGES OF DEPENDENTS NOT LISTED BY OTHER APPLICANT (Exclude Self)	DRIVER'S LICENSE NUMBER / STA	TE LIST AGES OF DEPENDENTS NOT LISTED BY APPLICANT (Exclude Self)
BIBTY DATE HOME PHONE CELL PHONE BUSINESS PHONE/ EXT.	BIRTH DATE HOME PHONE () E-MAIL ADDRESS	CELL PHONE BUSINESS PHONE/ EXT.
PRESENT ADDRESS (Street - City - State - Zip) TOWN RENT YEARS AT THIS ADDRESS	PRESENT ADDRESS (Street - City -	State - Zip) OWN REN YEARS AT THIS ADDRESS
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SUPERVISOR'S NAME IF SELF EMPLOYED, TYPE OF BUSINESS	SUPERVISOR'S NAME	IF SELF EMPLOYED, TYPE OF BUSINESS
NOTICE: ALMONY, CHILD SUPPORT, OR SEPARATE MAINTENANCE INCOME NEED NOT BE REVEALED IF YOU DO NOT CHOOSE TO HAVE IT CONSIDERED. EMPLOYMENT INCOME OTHER INCOME	NOTICE: ALIMONY, CHILD SUPPORT, IF YOU DO NOT CHOOSE TO EMPLOYMENT INCOME	OR SEPARATE MAINTENANCE INCOME NEED NOT BE REVEAU O HAVE IT CONSIDERED. OTHER INCOME
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PREVIOUS EMPLOYER NAME AND ADDRESS IF EMPLOYED LESS THAN FIVE YEARS

ENDING DATE

ENDING DATE

page 3

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OTHER (Describe)						\$			YES		NO				
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PARTY IN A LAV		DECLINE IN THE N	EXT TWO YEARS	າ							,				
4. ARE YOU A CO	MAKER, CO		ANTOR ON ANY L	OAN NOT LISTED ABOVE?	TO WH	OM (Name o	f Creditor);								
	agencies m	f discrimination Jequally available naintain separate	require that all to all creditwo credit histories	ne Ohio laws against I creditors make credit rthy customers, and that on each individual upon	t before the cr t applying for	redit is grar this accour	nted or the nt or loan v	account with your	is opene Spouse	d. (2) . The) Please : credit	i sign if y being ap:	ou are not plied for, if		
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				Sign	atures										

You promise that everything you have stated in this application is correct to the best of your knowledge and that the above information is a complete listing of what you owe. If its decision. If you request, the Credit Union will tell you the name and address of any there are any important changes you will notify us in writing immediately. You authorize credit bureau from which it received a credit report on you. It is a crime to willfully and the Credit Union to obtain credit reports in connection with this application for credit and deliberately provide incomplete or incorrect information in this application.

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APPLICANT'S SIGNATURE	0	DATE	OTHER SIGNATURE	DATE

For Credit Union Use Only									
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0/17 13:07:32 age 12 of 16 **Loan and Security Agreements** and Disclosure Statement Borrower 2 Name (and address TRUTH IN LENDING DISCLOSURE 'e' means an estimate ANNUAL PERCENTAGE RATE **FINANCE CHARGE** Amount Financed Total of Payments **Total Sale Price** The cost of your credit as a yearly rate. The amount of credit provided to you or on your behalf. The dollar amount the credit will cost you. The amount you will have paid after you The total cost of your purchase on credit is have made all Filina Fees which includes your downpayment of Prepayment: If you pay off early you will not have to pay a penalty. Required Deposit: The Annual Percentage Rate does not take into account your required deposit, if any. Property Insurance: You may obtain property insurance from anyone you want that is acceptable to the Credit Union. If you get the insurance from us, you will pay Late Charge: Your Payment **Number of Payments** Amount of Payments When Payments Are Due Schedule will be: Security: Collateral securing other loans with the Credit Union may also secure this loan. You are giving a security interest in your shares and dividends and, if any, your deposits and interest in the Credit Union; and the property described below: Collateral Property/Model/Make Value Key Number 5XYKTDA268G14584 CAR TITLE RELEASED SORENTO Other (Describe): Pledge of Shares \$ 1,000 in Account Number in Account Number SEE YOUR CONTRACT DOCUMENTS FOR ANY ADDITIONAL INFORMATION ABOUT NONPAYMENT, DEFAULT, AND ANY REQUIRED REPAYMENT IN FULL BEFORE THE SCHEDULED DATE ITEMIZATION OF THE AMOUNT FINANCED IF AN AMOUNT IS MARKED WITH AN ASTERISK (*), WE WILL BE RETAINING A PORTION OF THE AMOUNT Itemization of Amount Financed of Amount Given to You Directly Prepaid Finance Charge .031 Amount Paid to Others To To

☐ CONSUMERS' CLAIMS AND DEFENSES NOTICE — IF CHECKED, SEE REVERSE SIDE FOR NOTICE In this Loan Agreement ("Agreement"), all references to "Credit Union," "we," "our," or "us," mean the Credit Union whose name appears on this document and anyone to whom the Credit Union assigns or transfers this Agreement. All references to "you" or "your" mean each person who signs, or otherwise authenticates, this Agreement as a borrower.

1. Promise to Pay: You promise to pay \$ 14,031. 3 to the Credit Union plus interest on the unpaid balance until what you owe has been repaid. For fixed rate loans the interest rate is 8 % per year. 2. These Agreements are governed by the laws of 110015

- 3. Collection Costs: You promise to pay, subject to applicable law, all costs of collecting what you owe under this Agreement and all costs of realizing on any security for the Agreements including court costs, collection agency fees and reasonable attorney fees. We may enter into a contingent or hourly fee arrangement with an attorney or collection agency and you agree that such an agreement is reasonable. This provision also applies to bankruptcy, appeals or postjudgment proceedings.
- 4. PAYMENTS You promise to make payments of the amount and at the time shown in the Truth in Lending Disclosure. You may prepay any amount without penalty. If you prepay any part of what you owe, you are still required to make the regularly scheduled payments, unless we have agreed to a change in the payment schedule. Because this is a simple interest loan, if you do not make payments exactly as scheduled, your final payment may be more or less than the amount of the final payment that is disclosed. If you elect credit insurance, we will either include the premium in your payments or extend the term of your loan. If the term is extended, you will be required to make additional payments of the scheduled amount, until what you owe has been paid. You promise to make all payments to the place we choose. If this loan refinances another loan we have with you, the other loan will be canceled and refinanced as of the date of this loan. Unless otherwise required by law, payments will be applied to amounts owed in the manner we choose.

To

on Your Behalf

LOAN AGREEMENT continued on reverse side

- 5. LOAN PROCEEDS BY MAIL If the proceeds of this loan are mailed to you, interest on this loan begins on the date the loan proceeds are mailed to you.
- 6. SECURITY FOR LOAN This Agreement is secured by all property described in the "Security" section of the Truth in Lending Disclosure. Property securing other loans you have with us also secures this loan, unless the property is a dwelling. In addition to your pledge of shares, we may also have what is known as a statutory lien on all individual and joint accounts you have with us. A statutory lien means we have the right under federal law and many state laws to claim an interest in your accounts.

We can enforce a statutory lien against your shares and dividends, and if any, interest and deposits, in all individual and joint accounts you have with us to satisfy any outstanding financial obligation that is due and payable to us. We may exercise our right to enforce this lien without further notice to you, to the extent permitted by law. For all borrowers: You pledge as security for this loan all shares and dividends and, if any, all deposits and interest in all joint and individual accounts you have with the Credit Union now and in the future. The statutory lien and/or your pledge will allow us to apply the funds in your account(s) to what you owe when you are in default. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security.

To

7. DEFAULT - You will be in default under this Agreement if you do not make a payment of the amount required on or before the date it is due. You will be in default if you break any promise you made in connection with this loan or if anyone is in default under any security agreement made in connection with this Agreement. You will be in default if you die, file for bankruptcy, become insolvent (that is, unable to pay your bills and loans as they become due), or if you made any false or misleading statements in your loan application. You will also be in default if something happens that we believe may seriously affect your ability to repay what you owe under this Agreement or if you are in default under any other loan agreement you have with us.

In this Agreement all references to "Credit Union," "we," "our" or "us" mean the Credit Union whose name appears on this document and anyone to whom the Credit Union assigns or transfers this Agreement. All references to the "Loan" mean the loan described in the Loan Agreement that is part of this document. All references to "you" or "your" mean any person who signs, or otherwise authenticates, this Agreement.

1. THE SECURITY FOR THE LOAN -- You give us what is known as a security interest in the property described in the "Security" section of the Truth in Lending Disclosure that is part of this document ("the Property"). The security interest you give includes all accessions. Accessions are things which are attached to or installed in the Property now or in the future. The security interest also includes any replacements for the Property which you buy within 10 days of the Loan and any extensions, renewals or refinancings of the Loan. It also includes any money you receive from selling the Property or from insurance you have on the Property. If the value of the Property declines, you promise to give us more property as security if asked to do so.

2. WHAT THE SECURITY INTEREST COVERS/CROSS COLLATERAL PROVISIONS —

our loan agreements or may engage others to do so. The insurance charge added the Loan may include (1) the insurance company's payments to us and (2) the cost determining compliance with the insurance requirements. If we add amounts for the fees or insurance to the unpaid balance of the Loan, we may increase your payments pay the amount added within the term of the insurance or term of the Loan.

- 7. INSURANCE NOTICE If you do not purchase the required property insurance the insurance we may purchase and charge you for will cover only our interest the Property. The premium for this insurance may be higher because the insurance company may have given us the right to purchase insurance after uninsured collate is lost or damaged. The insurance will not be liability insurance and will not satis any state financial responsibility or no fault laws.
- 8. DEFAULT You will be in default if you break any promise you make or fail perform any obligation you have under this Agreement. You will be in default if a property you have given us as security is repossessed by someone else, seized une a forfeiture or similar law, or if anything else happens that significantly affects i

Security: Collateral securing other loans with the Credit Union may also secure this loan. You are giving a security interest in your shares and dividends and, if any, you deposits and interest in the Credit Union; and the property described below:

I.D. Number

Property/Model/Make

Key Number

KIA . SORENTO

2011

SXYKTDA268G145841 **CAKTITLE RELEASED AFTI

Other (Describe):

Pledge of Shares \$ 1.000

in Account Number

in Account Number

The security interest secures the Loan and any extensions, renewals or refinancings of the Loan. The security interest also secures any other loans, including any credit card loan, you have now or receive in the future from us and any other amounts you owe us for any reason now or in the future, except any loan secured by your principal dwelling. If the Property is household goods as defined by the Federal Trade Commission Credit Practices Rule or your principal dwelling, the Property will secure only this Loan and not other loans or amounts you owe us.

- 3. OWNERSHIP OF THE PROPERTY You promise that you own the Property or, if this Loan is to buy the Property, you promise you will use the Loan proceeds for that purpose. You promise that no one else has any interest in or claim against the Property that you have not already told us about. You promise not to sell or lease the Property or to use it as security for a loan with another creditor until the Loan is repaid. You promise you will allow no other security interest or lien to attach to the Property either by your actions or by operation of law.
- 4. PROTECTING THE SECURITY INTEREST If your state issues a title for the Property, you promise to have our security interest shown on the title. We may have to file what is called a financing statement to protect our security interest from the claims of others. You irrevocably authorize us to execute (on your behalf), if applicable, and file one or more financing, continuation or amendment statements pursuant to the Uniform Commercial Code (UCC) in a form satisfactory to us. You promise to do whatever else we think is necessary to protect our security interest in the Property. You also promise to pay all costs, including but not limited to any attorney fees, we incur in protecting our security interest and rights in the Property, to the extent permitted by applicable law.
- 5. USE OF PROPERTY Until the Loan has been paid off, you promise you will: (1) Use the Property carefully and keep it in good repair. (2) Obtain our written permission before making major changes to the Property or changing the address where the Property is kept. (3) Inform us in writing before changing your address. (4) Allow us to inspect the Property. (5) Promptly notify us if the Property is damaged, stolen or abused. (6) Not use the Property for any unlawful purpose. (7) Not retitle property in another state without telling us.
- 6. PROPERTY INSURANCE, TAXES AND FEES You promise to pay all taxes and fees (like registration fees) due on the Property and to keep the Property insured against loss and damage. The amount and coverage of the property insurance must be acceptable to us. You may provide the property insurance through a policy you already have, or through a policy you get and pay for. You promise to make the insurance policy payable to us and to deliver the policy or proof of coverage to us if asked to do so.

If you cancel your insurance and get a refund, we have a right to the refund. If the Property is lost or damaged, we can use the insurance settlement to repair the Property or apply it towards what you owe. You authorize us to endorse any draft or check which

value of the Property or our security interest in it. You will also be in default under ti Agreement if the Loan is in default.

9. WHAT HAPPENS IF YOU ARE IN DEFAULT - When you are in default, we m demand immediate payment of the outstanding balance of the Loan without giving y advance notice and take possession of the Property. You agree the Credit Union I the right to take possession of the Property without judicial process if this can be do without breach of the peace. If we ask, you promise to deliver the Property at a tit and place we choose. If the Property is a motor vehicle or boat, you agree that we m obtain a key or other device necessary to unlock and operate it, when you are in defar We will not be responsible for any other property not covered by this Agreement to you leave inside the Property or that is attached to the Property. We will try to return that property to you or make it available for you to claim.

After we have possession of the Property, we can sell it and apply the money to a amounts you owe us. We will give you notice of any public disposition or the date af which a private disposition will be held. Our expenses for taking possession of a selling the Property will be deducted from the money received from the sale. The costs may include the cost of storing the Property, preparing it for sale and attorne fees to the extent permitted under state law or awarded under the Bankruptcy Code.

If you have agreed to pay the Loan, you must pay any amount that remains unpaid af the sale money has been applied to the unpaid balance of the Loan and to what you o under this Agreement. You agree to pay interest on that amount at the same rate as I Loan, until that amount has been paid.

- 10. DELAY IN ENFORCING RIGHTS AND CHANGES IN THE LOAN We can de heirs or legal representatives. If we change the terms of the Loan, you agree that ti Agreement will remain in effect,
- 11. CONTINUED EFFECTIVENESS If any part of this Agreement is determined by court to be unenforceable, the rest will remain in effect.
- 12. NOTICE TO NORTH DAKOTA BORROWERS PURCHASING A MOTOR VEHICLE THE MOTOR VEHICLE IN THIS TRANSACTION MAY BE SUBJECT TO REPOSSESSIC IF IT IS REPOSSESSED AND SOLD TO SOMEONE ELSE, AND ALL AMOUNTS DUE THE SECURED PARTY ARE NOT RECEIVED IN THAT SALE, YOU MAY HAVE TO P. THE DIFFERENCE.
- 13. NOTICE FOR ARIZONA OWNERS OF PROPERTY It is unlawful for you to i to return a motor vehicle that is subject to a security interest, within thirty days af you have received notice of default. The notice will be mailed to the address you ga us. It is your responsibility to notify us if your address changes. The maximum pena

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EXHIBÎT E



Title Status Inquiry Result

VIN: 5XYKTDA26BG145841

Title Number: 14349698658 **Application Number:** 8067125994 12/15/2014 Most recent title issuance: Type of title: Original Lienholder? Yes Multi-owner Yes/No? No Is better address needed for mailing? No Is vehicle tagged as rebuilt? No Is vehicle tagged as having flood damage? No

Lienholder is: USAA FEDERAL SAVINGS BANK P O BOX 25145 LEHIGH VALLEY, PA 18002

Please contact the nearest Secretary of State Facility or call the toll free number (1-800-252-8980) with any corrections.

Get the Registration Status of this Vehicle

Check status of another vehicle

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE

NADA Used Cars/Trucks

Trunkett & Trunkett, PC

20 N Wacker Dr. #1434 Chicago, IL 60606 3123243101 kerry@trunkettlawpc.com

Vehicle Information

Vehicle: 2011 Kia Sorento Utility 4D LX AWD 3.5L V6

Region: Central

Period: August 18, 2017

VIN: 5XYKTDA26BG145841

Mileage: 87,500

Weight:



NADA Used Cars/Trucks Values

Base Mileage Adj. Option Adj. Adjusted Value

Clean Retail \$10,925 N/A N/A \$10,925

Selected Options

3rd Row Seat Trade-In/Loan Retail w/body w/body